



## Custom Art Commission Contract

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), between the following:

### The Artist

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### The Purchaser

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Agreement between Artist & Purchaser:

1. Artwork: The Purchaser has commissioned the Artist for the following work of art:

Medium: \_\_\_\_\_ Dimensions: \_\_\_\_\_ Price: \_\_\_\_\_

Description: \_\_\_\_\_

The Artist will create a work of art based on the description above. The Artist agrees to create up to three preparatory sketches from which to obtain Purchaser's approval before beginning the commissioned artwork. These images may be emailed to the purchaser for approval. All sketches are the property of the Artist.

2. Payment Schedule: A non-refundable deposit of 50% is required before the Artist begins work on the commission and is due upon signing this contract. The balance of payment is due upon satisfactory completion and delivery of the artwork described above.

Price of Artwork: \$ \_\_\_\_\_ + Sales Tax \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_ (Less Deposit of \$ \_\_\_\_\_)

3. Delivery: The Artist agrees to complete and deliver the commissioned artwork on or before the following date \_\_\_\_\_. In the event that the Artist cannot deliver the painting or the Purchaser cannot pick it up, Purchaser agrees to pay all necessary shipping expenses.

6. Copyright: The Artist retains the copyright to all works commissioned by the Purchaser, including all reproduction rights and the right to claim statutory copyright. No artwork may be reproduced or altered without the written consent of the Artist.

7. Right of Refusal: In the event that the Purchaser does not wish to purchase the commissioned artwork, the Purchaser may refuse. In that case, the Artist will retain the refused artwork and the non-refundable deposit. This is free of any claims or interests of the Purchaser and the Purchaser will not owe any additional fees to the Artist.

8. Returns: There are no returns once the Purchaser takes possession of the artwork.

*IN WITNESS WHEREOF* the Artist and the Purchaser have executed the Agreement on the day & year written above.

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Purchaser